

**GENERAL SERVICES
AGREEMENT BETWEEN
THE DAVEY TREE EXPERT COMPANY
AND THE CITY OF ANN ARBOR FOR
ROUTINE STREET TREE PRUNING AND GENERAL FORESTRY SERVICES**

This agreement ("Agreement") is between the City of Ann Arbor, a Michigan municipal corporation, 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and THE DAVEY TREE EXPERT COMPANY, a(n) Ohio Corporation, 1500 North Mantua Street, Kent, Ohio 44240 ("Contractor"). City and Contractor agree as follows:

1. DEFINITIONS

Administering Service Area/Unit means **Public Services / Public Works**.

Contract Administrator means Tiffany Giacobazzi, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all documents, plans, specifications, reports, recommendations, and other materials developed for and delivered to City by Contractor under this Agreement.

Effective Date means the date this Agreement is signed by the last party to sign it.

Services means ROUTINE STREET TREE PRUNING AND GENERAL FORESTRY SERVICES as further described in Exhibit A.

2. DURATION

- A. The obligations of this Agreement shall apply beginning on the Effective Date and this Agreement shall remain in effect through June 30, 2024 unless terminated as provided for in this Agreement.
- B. This Agreement may be extended by the City Administrator for two additional one-year periods on the same terms and conditions provided both parties agree to the extension and subject to the annual appropriation of funds.

3. SERVICES

- A. Contractor shall perform all Services in compliance with this Agreement. The City retains the right to make changes to the quantities of Services within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the Services, the compensation shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.
- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.

- C. Contractor shall perform Services in compliance with all applicable statutory, regulatory, and contractual requirements now or hereafter in effect. Contractor shall also comply with and be subject to City policies applicable to independent contractors.
- D. Contractor may rely upon the accuracy of reports and surveys provided by the City, except when a defect should have been apparent to a reasonably competent professional or when Contractor has actual notice of a defect.

4. INDEPENDENT CONTRACTOR

- A. The parties agree that at all times and for all purposes under the terms of this Agreement each party's relationship to any other party shall be that of an independent contractor. Each party is solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer-employee relationship, either express or implied, shall arise or accrue to any party as a result of this Agreement.
- B. Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

5. COMPENSATION OF CONTRACTOR

- A. The total amount of compensation paid to Contractor under this Agreement shall not exceed \$516,410.00, which shall be paid upon invoice by Contractor to the City for services rendered according to the schedule in Exhibit A. Compensation of Contractor includes all reimbursable expenses unless a schedule of reimbursable expenses is included in an attached Exhibit A. Expenses outside those identified in the attached schedule must be approved in advance by the Contract Administrator.
- B. Payment shall be made monthly following receipt of invoices submitted by Contractor and approved by the Contract Administrator, unless a different payment schedule is specified in Exhibit A.
- C. Contractor shall be compensated for additional work or Services beyond those specified in this Agreement only when the scope of and compensation for the additional work or Services have received prior written approval of the Contract Administrator.
- D. Contractor shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the City may verify invoices submitted by Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

6. INSURANCE/INDEMNIFICATION

- A. Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, such

insurance policies, including those required by this Agreement, as will protect itself and the City from all claims for bodily injury, death, or property damage that may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by Contractor, Contractor's subcontractor, or anyone employed by Contractor or Contractor's subcontractor directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide documentation to the City demonstrating Contractor has obtained the policies and endorsements required by this Agreement. Contractor shall provide such documentation in a form and manner satisfactory to the City. Currently, the City requires insurance to be submitted through its contractor, myCOI. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractors.

- B. All insurance providers of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold the City and its officers, employees, and agents harmless from all suits, claims, judgments, and expenses, including attorney's fees, resulting or alleged to result, from an act or omission by Contractor or Contractor's employees or agents occurring in the performance or breach of this Agreement, except to the extent that any suit, claim, judgment, or expense are finally judicially determined to have resulted from the City's negligence, willful misconduct, or failure to comply with a material obligation of this Agreement. The obligations of this paragraph shall survive the expiration or termination of this Agreement.
- D. Contractor is required to have the following minimum insurance coverage:

- 1. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy.

\$1,000,000	Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000	Per project General Aggregate
\$1,000,000	Personal and Advertising Injury

- 2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes; also, Employers Liability Coverage for:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit

3. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. The limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
 4. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.
- E. Commercial General Liability Insurance and Motor Vehicle Liability Insurance (if required by this Agreement) shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.
- F. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and unqualified 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company; name(s), email address(es), and address(es) of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions, which may be approved by the City in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. If any of the above coverages expire by their terms during the term of this Agreement, Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.

7. WAGE AND NONDISCRIMINATION REQUIREMENTS

- A. Nondiscrimination. Contractor shall comply, and require its subcontractors to comply, with the nondiscrimination provisions of MCL 37.2209. Contractor shall comply with the provisions of Section 9:158 of Chapter 112 of Ann Arbor City Code and assure that Contractor's applicants for employment and employees are treated in a manner which provides equal employment opportunity.
- B. Living Wage. If Contractor is a "covered employer" as defined in Chapter 23 of Ann Arbor City Code, Contractor must comply with the living wage provisions of Chapter 23 of Ann Arbor City Code, which requires Contractor to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in

every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

- C. Prevailing Wage. Contractor shall comply with Chapter 14 of Title I of Ann Arbor City Code, which in part states "...that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. At the request of the City, any contractor or subcontractor shall provide satisfactory proof of compliance with the contract provisions required by the Section." Where this Agreement and the Ann Arbor City Code are silent as to definitions of terms required in determining compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used.
- D. Contractor agrees that all subcontracts entered into by Contractor shall contain wage provisions similar to section 7.B and 7.C of this Agreement covering subcontractor's employees who perform work under this Agreement.

8. REPRESENTATIONS AND WARRANTIES BY CONTRACTOR

- A. Contractor warrants that the quality of Services shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. Contractor warrants that it has all the skills, experience, and professional and other licenses necessary to perform the Services.
- C. Contractor warrants that it has available, or will engage at its own expense, sufficient trained employees to provide the Services.
- D. Contractor warrants that it has no personal or financial interest in this Agreement other than the fee it is to receive under this Agreement. Contractor certifies that it will not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services. Contractor certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E. Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City, including real and personal property taxes. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- F. Contractor warrants that its bid or proposal for services under this Agreement was made in good faith, that it arrived at the costs of its proposal independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such costs with any competitor for these services; and no attempt has been made or will be made by Contractor to induce any other person or

entity to submit or not to submit a bid or proposal for the purpose of restricting competition.

- G. The person signing this Agreement on behalf of Contractor represents and warrants that they have express authority to sign this Agreement for Contractor and agrees to hold the City harmless for any costs or consequences of the absence of actual authority to sign.
- H. The obligations, representations, and warranties of this section 8 shall survive the expiration or termination of this Agreement.

9. OBLIGATIONS OF THE CITY

- A. The City shall give Contractor access to City properties and project areas as required to perform the Services.
- B. The City shall notify Contractor of any defect in the Services of which the Contract Administrator has actual notice.

10. ASSIGNMENT

- A. Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises, and performances required of Contractor under the Agreement unless specifically released from the requirement in writing by the City.
- B. Contractor shall retain the right to pledge payments due and payable under this Agreement to third parties.

11. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of 15 days following receipt of notice from the non-breaching party with respect to the breach, the non-breaching party may pursue any remedies available against the breaching party under applicable law, including the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least 30 days' advance notice, for any reason, including convenience, without incurring any penalty, expense, or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds through the City budget process. If funds are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last

period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within 30 days after the Contract Administrator has received notice of such non-appropriation.

- D. The expiration or termination of this Agreement shall not release either party from any obligation or liability to the other party that has accrued at the time of expiration or termination, including a payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

12. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, or immunity of the parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties, or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a party to pursue or enforce any right or remedy under this Agreement shall constitute a waiver of that right with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either party shall subsequently affect the waiving party's right to require strict performance of this Agreement.

13. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated below or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to Contractor:

THE DAVEY TREE EXPERT COMPANY
ATTN: Robert Paris
1500 North Mantua Street
Kent, Ohio 44240

If Notice is sent to the City:

City of Ann Arbor
ATTN: Tiffany Giacobazzi
301 E. Huron St.
Ann Arbor, Michigan 48104

With a copy to: The City of Ann Arbor
ATTN: Office of the City Attorney
301 East Huron Street, 3rd Floor
Ann Arbor, Michigan 48104

14. CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

15. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all Deliverables prepared by or obtained by Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities, and other data shall remain in the possession of Contractor as instruments of service unless specifically incorporated in a Deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City

acknowledges that the documents are prepared only for the Services. Prior to completion of the Services the City shall have a recognized proprietary interest in the work product of Contractor.

16. CONFLICTS OF INTEREST OR REPRESENTATION

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City and to obtain the City's consent therefor. The City's prospective consent to Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, Contractor has obtained sensitive, proprietary, or otherwise confidential information of a non-public nature that, if known to another client of Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

17. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance is prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

18. EXTENT OF AGREEMENT

This Agreement, together with all Exhibits constitutes the entire understanding between the City and Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements, or understandings, whether written or oral. Neither party has relied on any prior representations in entering into this Agreement. No terms or conditions of either party's invoice, purchase order, or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such terms or conditions. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended, or modified by written amendment signed by Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

19. ELECTRONIC TRANSACTION

The parties agree that signatures on this Agreement may be delivered electronically or by

facsimile in lieu of a physical signature and agree to treat electronic or facsimile signatures as binding.

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**THE DAVEY TREE EXPERT
COMPANY**

By: DocuSigned by:
Robert Paris
33ECE9003CB7426...

Name: Robert Paris

Title: District Manager, South Detroit

Date: 9/12/2023

CITY OF ANN ARBOR

By: DocuSigned by:
Milton Dohoney Jr.
82ADAD5DD386401...

Name: Milton Dohoney Jr.

Title: City Administrator

Date: 9/18/2023

Approved as to substance:

By: DocuSigned by:
Brian Steglitz
56AF51CAD738483...

Name: Brian Steglitz

Title: Public Services Area
Administrator

Date: 9/15/2023

Approved as to form:

By: DocuSigned by:
Atleen Kaur
627306898F804DD...

Name: Atleen Kaur

Title: City Attorney

Date: 9/18/2023

(Signatures continue on following page)

CITY OF ANN ARBOR

DocuSigned by:
By: Christopher Taylor
9E354955DB164DA...

Name: christopher Taylor

Title: Mayor

Date: 9/18/2023

DocuSigned by:
By: Jacqueline Beaudry
5CFB24F59BD041E...

Name: Jacqueline Beaudry

Title: City Clerk

Date: 9/18/2023

**ATTACHMENT H
FEE PROPOSAL FORM**

TREE PRUNING

Applicant must provide a bid for each of the Areas detailed in the RFP documents. Attachment I provides maps of each Area. It is the responsibility of the Contractor to arrive at a clear understanding of the conditions to be encountered, the difficulties involved, and all other factors affecting the work proposed under this RFP.

For each Area, provide a total cost to prune the number of trees in each diameter class. Total cost should include labor, equipment, materials, supervision, wood disposal, and any other costs associated with tree pruning, in accordance with City of Ann Arbor specifications as outlined in the Scope of Work and fee proposal documents.

Company Name: The Davey Tree Expert Company _____

We hereby offer to furnish labor, equipment, materials, and supervision in accordance with City of Ann Arbor specifications as outline in the Scope of Work and fee proposal documents.

Area 17: Tree Pruning

Provide the per tree and total cost to prune the number of trees listed in each diameter class below. See Attachment I for a map of this Area.

Diameter Class (DBH)	Approximate Number of Trees in Diameter Class	Per Tree Cost	Total Cost to Prune Diameter Class
0-5"	621	\$40.00	\$24840
6-10"	110	\$105	\$11550
11-15"	45	\$172	\$7740
16-20"	57	\$200	\$11400
21-25"	70	\$260	\$18200
26-30"	57	\$290	\$16530
31-35"	36	\$320	\$11520
>36"	23	\$360	\$8280
TOTAL Area #17	1019	\$218.38	\$110060

Area 5A: Tree Pruning

Provide the per tree and total cost to prune the number of trees listed in each diameter class below. See Attachment I for a map of this Area.

Diameter Class (DBH)	Approximate Number of Trees in Diameter Class	Per Tree Cost	Total Cost to Prune Diameter Class
0-5"	512	40	\$20480
6-10"	79	105	\$8295
11-15"	25	172	\$4300
16-20"	62	200	\$12400
21-25"	51	260	\$13260
26-30"	37	290	\$10730
31-35"	14	320	\$4480
>36"	10	360	\$3600
TOTAL Area #5A	790	218.38	\$77545

Area Washtenaw Ave: Tree Pruning

Provide the per tree and total cost to prune the number of trees listed in each diameter class below. See Attachment I for a map of this Area.

Diameter Class (DBH)	Approximate Number of Trees in Diameter Class	Per Tree Cost	Total Cost to Prune Diameter Class
0-5"	51	\$40	\$2040
6-10"	14	\$105	\$1470
11-15"	7	\$192	\$1344
16-20"	15	\$220	\$3300
21-25"	5	\$280	\$1400
26-30"	3	\$310	\$930
31-35"	0	\$340	\$0
>36"	1	\$380	\$380
TOTAL Area Washtenaw Ave	96	\$233.80	\$10864

Area 15: Tree Pruning

Provide the per tree and total cost to prune the number of trees listed in each diameter class below. See Attachment I for a map of this Area.

Diameter Class (DBH)	Approximate Number of Trees in Diameter Class	Per Tree Cost	Total Cost to Prune Diameter Class
0-5"	351	\$40	\$14040
6-10"	21	\$105	\$2205
11-15"	22	\$172	\$3784
16-20"	59	\$200	\$11800
21-25"	63	\$260	\$16380
26-30"	40	\$290	11600
31-35"	13	\$320	\$4160
>36"	16	\$360	\$5760
TOTAL Area 15	585	\$218.38	\$69729

Area 22A: Tree Pruning

Provide the per tree and total cost to prune the number of trees listed in each diameter class below. See Attachment I for a map of this Area.

Diameter Class (DBH)	Approximate Number of Trees in Diameter Class	Per Tree Cost	Total Cost to Prune Diameter Class
0-5"	178	\$40	\$7120
6-10"	33	\$105	\$3465
11-15"	9	\$172	\$1548
16-20"	9	\$200	\$1800
21-25"	8	\$260	\$2080
26-30"	6	\$290	\$1740
31-35"	1	\$320	\$320
>36"	3	\$360	\$1080
TOTAL Area 22A	247	\$218.38	\$19153

Area 3: Tree Pruning

Provide the per tree and total cost to prune the number of trees listed in each diameter class below. See Attachment I for a map of this Area.

Diameter Class (DBH)	Approximate Number of Trees in Diameter Class	Per Tree Cost	Total Cost to Prune Diameter Class
0-5"	320	\$40	\$12800
6-10"	45	\$105	\$4725
11-15"	9	\$172	\$1548
16-20"	19	\$200	\$3800
21-25"	31	\$260	\$8060
26-30"	22	\$290	\$6380
31-35"	11	\$320	\$3520
>36"	15	\$360	\$5400
TOTAL Area 3	472	\$218.38	\$46233

Area 11: Tree Pruning

Provide the per tree and total cost to prune the number of trees listed in each diameter class below. See Attachment I for a map of this Area.

Diameter Class (DBH)	Approximate Number of Trees in Diameter Class	Per Tree Cost	Total Cost to Prune Diameter Class
0-5"	649	\$40	\$25960
6-10"	140	\$105	\$14700
11-15"	45	\$172	\$7740
16-20"	99	\$200	\$19800
21-25"	85	\$260	\$22100
26-30"	39	\$290	\$11310
31-35"	16	\$320	\$5120
>36"	8	\$360	\$2880
TOTAL Area 11	1081	\$218.38	\$109610

Area 20B: Tree Pruning

Provide the per tree and total cost to prune the number of trees listed in each diameter class below. See Attachment I for a map of this Area.

Diameter Class (DBH)	Approximate Number of Trees in Diameter Class	Per Tree Cost	Total Cost to Prune Diameter Class
0-5"	669	\$40	\$26760
6-10"	152	\$105	\$15960
11-15"	43	\$172	\$7396
16-20"	38	\$200	\$7600
21-25"	27	\$260	\$7020
26-30"	16	\$290	\$4640
31-35"	3	\$320	\$960
>36"	8	\$360	\$2880
TOTAL Area 20B	956	\$218.38	\$73216

TREE AND STUMP REMOVAL NON-EMERGENCY WORK

Applicant must provide a bid for each unit. It is the responsibility of the Contractor to arrive at a clear understanding of the conditions to be encountered, the difficulties involved, and all other factors affecting the work proposed under this RFP.

For each unit, provide a unit cost in each diameter class. Unit cost should include labor, equipment, materials, supervision, wood disposal, and any other costs associated with tree removal and stump grinding, in accordance with City of Ann Arbor specifications as outlined in the Scope of Work and fee proposal documents.

Company Name: The Davey Tree Expert Company _____

Diameter Class (DBH)	Tree Removal Cost per Tree	Stump Removal Cost per Stump
0-5"	\$200	\$100
6-10"	\$400	\$150
11-15"	\$800	\$200
16-20"	\$1200	\$250
21-25"	\$1400	\$300
26-30"	\$2400	\$350
31-35"	\$3600	\$450
>36"	\$4400	\$550

EMERGENCY / MISCELLANEOUS TREE WORK

Unless specifically noted as being an extra charge, hourly charge for labor shall include the personal equipment used by the worker, including climbing gear, lines, saws, pruners, safety gear, etc. Hourly charges shall begin when work crews arrive on the site and employees are prepared for the work. Charges shall not be "portal-to-portal." Downtime from equipment failure will not be paid for by the City. All maintenance on equipment must be performed either before or after the work day.

Company Name: The Davey Tree Expert Company_____

Crew	Hourly Rate
Two (2) - member Plus aerial tower/bucket, chipper, saws, all equipment, traffic control devices, etc.	\$250
Two (2) - Member Overtime Rate	\$350
Three (3) - member Plus aerial tower/bucket, dump truck, chipper, saws, all equipment, traffic control devices, etc.	\$350
Three (3) - member Overtime Rate	\$450
Four (4) - member Plus aerial tower/bucket, dump truck, chipper, saws, all equipment, traffic control devices, etc.	\$475
Four (4) - member Overtime Rate	\$575

DETAILED SPECIFICATIONS

SECTION 1: TREE PRUNING PRACTICES

All pruning must be performed in accordance with the latest revision of the ANSI A300 and Z133.1 standards, and the International Society of Arboriculture's Tree Pruning Best Management Practices. Contractor(s) should expect that it might be necessary to climb trees to perform the tree trimming for this specification. Tree climbing with spikes or any equipment that can damage the tree is prohibited.

Extreme care shall be taken so as to prevent limbs, branches, and trunks from falling and creating damage to adjacent homes, driveways, sidewalks, streets and other property, both public and private.

Limbs and branches larger than four (4) inches in diameter shall be lowered to the ground through the use of ropes or other mechanical devices.

SECTION 2: TREE PRUNING SPECIFICATIONS

The purpose of pruning is to prune to manage tree health, develop/improve structure, mitigate risk, provide clearance and improve aesthetics.

All pruning shall be performed in accordance with the latest revision of the ANSI A300 and Z133.1 standards, and the International Society of Arboriculture's Tree Pruning Best Management Practices.

Unacceptable trimming practices include peeling or tearing of the bark, topping or pollarding, lion's tailing, rounding-over or shearing. Extreme care shall be taken so as to prevent limbs and branches from falling and creating damage to adjacent homes, driveways, sidewalks, streets and other property, both public and private.

The following specifications shall be followed:

- A. A natural pruning system shall be utilized. Live branches shall be removed to maintain the natural form and appearance of the tree. Mutilation and loss of characteristic shape of the tree is prohibited.
 - i. Pruning activities should remove no more living material than is necessary to achieve the tree pruning objectives outlined in these specifications.
- B. Trees shall be pruned to remove all dead, diseased, broken, and crossing branches that are two (2) inches in diameter or larger.
- C. In raising lower branches for clearance, care should be given to symmetrical appearance and cuts shall not be made so large that it will prevent normal sap flow. **Trim to allow for several years growth** before smaller secondary and tertiary limbs will be below the required clearance height. Raise lower scaffold branches:
 - i. For a minimum of ten (10) feet of clearance to the ground under the dripline from the curb to residence.

- ii. Raise lower scaffold branches for a minimum of fifteen (15) feet of clearance to the ground under the dripline over the street.
NOTE: Make sure to leave the crown as balanced as possible.
- D. Trees shall be pruned to provide clear, unobstructed views of street signs, traffic signs, and traffic signals.
- E. When street tree limbs are in conflict with private trees or are overhanging structures, trees shall be pruned to provide clearance.
- F. Remove old stubs leaving the branch collar intact.
- G. "Natural" or "Drop-crotch" technique shall be used when removing or shortening branches.
- H. No hanger shall be left in the tree after trimming is complete.
- I. For young and medium trees (1 – 15 diameter inches) prune to develop/improve structure.
 - i. Develop dominate leader(s) and scaffold branches appropriate for the species and the site while maintaining the tree's natural shape.
 - ii. Subordinate or remove competing leader, branches or shoots (subordination is preferred over removal) while maintaining the trees natural shape.
 - iii. Subordinate or remove branches that have poor branch angles, including branches with included bark.
 - iv. Remove suckers and stump sprouts.
 - v. No more than one-third (1/3) of the living branches shall be removed.
- J. To allow for proper wound closure to occur, all cuts shall be made sufficiently close to the trunk or parent limb without cutting into the branch bark ridge or branch collar (Figure A) or leaving a protruding stub. Clean cuts shall be made at all times.
- K. Branches shall be pre-cut when necessary to prevent splitting or peeling of the bark (see Figure B).
- L. All necessary precautions should be taken to prevent unnecessary damage to the remaining tree.
- M. To avoid unnecessarily large cuts, do not remove limbs that are greater than one-third (1/3) the diameter of the trunk unless directed by the City.
- N. Oak, Elm, and Crabapple trees are only to be pruned between November 1 and March 15, or as directed by the City, to prevent the spread of diseases. If, with City permission, an Oak/Elm must be pruned between April and October, wound/latex paint must be applied to the pruning cut to avoid the spread of diseases.

- O. For diseased trees, tools shall be sterilized between pruning cuts, to avoid spreading disease to unaffected branches.

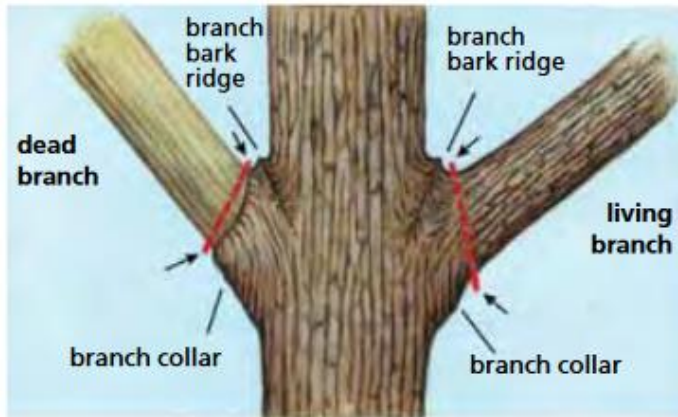


Figure A: Branch bark ridge & branch bark collar diagram. Source: "How to Prune Trees," USDA Forest Service

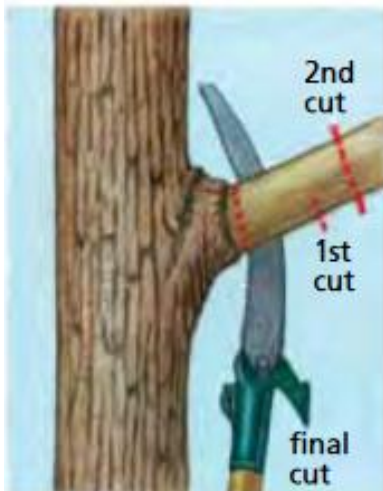


Figure B: Tri-cut method. Source: "How to Prune Trees," USDA Forest Service

SECTION 3: TREE REMOVAL SPECIFICATIONS

Note: Bidders shall be required to self-perform the required tree removals under this scope of work. Contractors may self-perform or subcontract stump removals.

Tree Removal Procedures

- A. All trees to be removed shall be painted with a green dot by City Staff. Trees without a dot shall not be removed.
- B. Trees must be removed using acceptable industry practices for removal, including provisions outlined in ANSI A300 and Z133 Standards. Contractor(s) should expect that it might be necessary to climb trees to perform the tree removal for this specification. Extreme care shall be taken so as to prevent limbs, branches and trunks from falling and creating damage to adjacent homes, driveways, sidewalks, streets and other property, both public and private.
- C. Limbs and branches larger than four (4) inches in diameter shall be lowered to the ground through the use of ropes or other mechanical devices.
- D. Once tree removal has begun, the Contractor will have three (3) business days to remove the entire tree, unless arrangement for an extension of this timeline have been made with the City.
- E. No wood or debris may be left overnight on the extension, or on park property unless arrangements have been made with the City contact prior to each incident.
- F. Ensure that the bid prices for tree removal, stump removal, and pruning reflects the Bidders responsibility to pay for the cost of wood waste disposal. The Bidder can use the City of Ann Arbor's Material Recovery Facility (MRF), located at 4150 Platt Road, to dispose of wood waste, if they so choose. Contact the MRF Scale House at 734-971-8600 for the current per ton cost or arrange to arrange other payment options. Ensure that the bid price for stump and tree removals reflect the Bidders responsibility to pay for the cost of wood waste.

SECTION 4: STUMP REMOVAL SPECIFICATIONS

Stump Removal Procedures

- A. When the contractor has been tasked with the removal of a tree, the stump must be ground within four (4 weeks) of the removal. Contractors may self-perform or subcontract stump removal.
- B. It is the responsibility of the contractor(s) to call MISS DIG (1-800-482-7171) and have all utilities clearly marked prior to any underground work commencing.
NOTE: Gas lines often run underneath the extension. It is expected that Contractors will contact Miss Dig for location of **gas lines AND gas line service drops to buildings**, and will **hand dig** as necessary so that stumps can be fully ground. Should the Contractor opt not to grind to a depth of six (6) inches, the Contractor must contact the City to make adjustments to the scope of work and price of the stump.

- C. Stump locations that will not be replanted shall be fully grind out stumps to a depth of 12 (12) inches, leaving no wood and no woody surface roots.
- D. Stump locations that will be replanted shall be fully ground down to a depth of twenty-four (24) inches, leaving no wood and no woody surface roots.
- E. Stumps or holes that will pose an immediate and considerable hazard to pedestrians or vehicles shall be adequately barricaded with appropriate warning devices. All excavated stumping holes must be filled the day they are excavated. No excavated stumping holes shall be left open after the work day is complete.

SECTION 5: EMERGENCY/MISCELLANEOUS BY THE HOUR REMOVAL AND PRUNING

- A. Contractor will be contacted as emergencies occur. If the contractor cannot or will not complete emergency tree work in a timely manner, the City of Ann Arbor is free to contact another entity to complete the emergency tree work.
- B. Contractor shall perform all emergency tree work according to the specifications within the RFP documents.

SECTION 6: HAZARDOUS TREES

Any dead/dying or hazardous trees, including trees that have structural weaknesses, decayed trunk/branches, and/or split crotches/branches should be reported to the City immediately. The City will evaluate trees and will notify Contractor if the tree should be pruned.

SECTION 7: PUBLIC INTERACTION

The contractor will interact with the public in a professional and courteous manner. If Contractor or employee cannot satisfy a citizen, they are to refer the citizen to the City of Ann Arbor. City staff contact information will be provided to the winning bidder(s).

SECTION 8: WORK ASSIGNMENTS

The City will prepare Work Orders through CityWorks. The Contractor shall download the CityWorks app for iPad/Android device. All work will be assigned through CityWorks.

SECTION 9: NO PARKING

It is the responsibility of the Contractor(s) to post temporary "No Parking" signs according to City regulations and permit requirements. Contractor(s) may obtain signs from the City, but must provide their own posts. Note that Miss Dig must be called prior to digging post holes.

Information about the form and process to post temporary parking signs is available online at <https://www.a2gov.org/departments/engineering/Pages/Right-Of-Way-and-Lane-Closure-Permits.aspx>.

SECTION 10: NOISE AND TRAFFIC CONTROL

The Contractor is expected to follow City of Ann Arbor ordinances and laws including noise and traffic control. For City of Ann Arbor Ordinances visit:

https://library.municode.com/mi/ann_arbor/codes/code_of_ordinances.

SECTION 11: PROPERTY DAMAGE

It is the Contractors' responsibility to repair any damages to property including walks, roads, drives, structures, lawn, landscaping, trees, fencing, and other improvements. Ruts, divots, and holes in the lawn and landscape areas caused by tree care operations are to be repaired, including reseeding with turf grass.

SECTION 12: PROPERTY ACCESS

Access to residential and commercial driveways must be provided at all times.

SECTION 13: WOOD DISPOSAL

- A. The bidder will be responsible to pay for the disposal of all wood waste generated from tree maintenance activities. The property owner shall have the first right to all wood accumulated. Any reasonable request to place wood at a convenient location shall be honored.
- B. The City encourages applicants to consider wood utilization options for some larger branches and trunks generated during tree maintenance activities (e.g. woodworker/artisan use; local sawmills, etc.). Wood utilization options may be discussed with winning applicant(s).
- C. The Contractor can use the City of Ann Arbor's Material Recovery Facility (MRF), 4150 Platt Road, to dispose of the wood waste, if they choose. Contact the MRF Scale House at 734-971-8600 for the current per ton cost or to arrange other payment options.
- D. Ensure that the bid prices for tree pruning and removal reflect the Applicants responsibility to pay for the cost of wood waste disposal.
- E. No wood or debris may be left overnight on the extension, unless arrangements have been made with the City prior to each incidence.

SECTION 14: EQUIPMENT STORAGE

Equipment may be parked at designated City of Ann Arbor property during the contract period. There may not be facilities at the property, but it will be fenced with gate-card access. Location, hours the property will be open and accessible, and possible issuance of a gate card will be provided to the winning Applicant(s).

SECTION 15: ELECTRICAL HAZARDS

The Contractor(s) is expected to follow safety precautions as outlined in ANSI Z133 Section 5 – Electrical Hazards, including but not limited to:

- A. If the minimal approach distance cannot be maintained during pruning or removal operations, electrical system owner/operator shall be advised before any work is

performed in proximity to energized electrical conductors. The Contractor(s) is also responsible for notifying the utility companies as to when service can be restored prior to night fall each day.

- B. Only qualified line-clearance arborist or trainees shall be assigned to work where an electrical hazard exists.
- C. If the utility company must remedy a hazard before tree work can commence, the Contractor shall notify the City to establish a work plan and scheduling.

SECTION II - SCOPE OF SERVICES

1. Background

In 2017, the City of Ann Arbor restarted the 10-Year Routine Pruning Cycle. We are entering Year 7 of the pruning cycle. Each cycle contains approximately 4,500 trees of varying sizes.

2. Objective

The City of Ann Arbor, Michigan is requesting proposals from Forestry contractors able to provide scheduled and emergency tree maintenance required by the City of Ann Arbor Public Services Unit, and to assist the Public Services unit as needed. Maintenance includes routine pruning, stump grinding, tree removal, and emergency tree pruning and removal.

The Contractor(s) will perform the work with due care taking precautions against injury to persons, damage to public/private property and interference with vehicular or pedestrian traffic. The Contractor(s) shall take necessary precautions to ensure the safety of all persons engaged in the work of this Contract. All equipment to be used and all work to be performed must be in full compliance with provisions outlined in all applicable industry standards and regulations.

Equipment and tools must not be left unsecured at any time. All equipment and tools must be stored in such manner to ensure that residents and the public do not have access to them.

The Contractor shall provide notification to the City Representative and personnel directly affected by the work of any potentially dangerous situations. In the event of an emergency affecting the safety of persons or property, the Contractor shall act immediately to prevent threatened loss or damage. The Contractor shall immediately stop any activity or operation affecting safety until the situation(s) is corrected.

Where work is conducted in streets or other public thoroughfares, the Contractor(s) shall so plan and schedule work as to cause as little interference as possible with general public traffic, both vehicular and pedestrian. Street surfaces shall be maintained and kept clean. Access to Fire, Police, ambulance and other emergency vehicles shall be maintained at all times.

Work on State Trunklines (Washtenaw Ave., Huron St., Jackson Ave, and Main Street) and major roads (including, Geddes, Stadium and Packard) must occur between 9 a.m. and 3 p.m.; work is not permitted on these roads outside of these times. No work is to be conducted near the University of Michigan Football Stadium on football game Saturdays, or during other major stadium events.

Blocking of public streets shall not be permitted unless prior arrangements have been made by submitting an Application for Traffic Detour or Lane Closure for each job. The form is available online at the city website www.a2gov.org.

Whenever working in the street the Contractor must provide the required traffic control signage and flaggers as described in the Michigan Manual of Uniform Traffic Control Devices. Bids should account for the cost of flagging personnel and traffic control devices as applicable.

The City shall inspect work periodically to insure that all specifications are adhered to.

The term on the contract shall be until June 30, 2024, commencing with the issuance of the Notice to Proceed, with the possibility to provide an extension for two (2) one-year terms, subject to the same terms, conditions, and pricing of the original contract, if agreeable by the City and Contractor.

3. Requirements

- A. To provide all supervision, material, labor, equipment, service operations and expertise required to prune and remove trees and grind stumps, as specified herein (Attachment A). The Contractor has responsibility to:
 - a. Furnish all equipment, personnel, and permits necessary to complete assigned work.
 - b. Contact Miss Dig/local utility for verification of all underground utility lines in the area of work prior to stump grinding.
 - c. Exercise reasonable care during work and to protect from damage all trees, shrubs, vegetation, and other site features, improvements, structures, and utilities.
 - d. Work safely and adhere to all applicable standards and permit requirements.
 - e. Take all precautions to ensure the safety of the public.
 - f. Interact with the public in a professional manner.
 - g. Any work incidental to above.

Consultant's Proposal

In keeping with the objective, the description, the requirements, and the consultant's tasks as previously indicated in this Request for Proposal, the consultants submitting proposals shall outline in detail the manner in which the consultant shall work with the City to fulfill the City's needs.

The outline at a minimum shall address:

- A. Staffing and personnel.
- B. Communication and coordination.
- C. Compatibility with city's standards, goals, and objectives.

- D. Working relationship between consultant and City staff.
- E. Information which will assist the City to determine the consultant's capability of performing the work.